

MEMORANDUM

JULY 26, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
A PORTION OF PARCEL 16B, BOUNDED BY COLUMBUS AVENUE,
DOUGLASS PARK AND DAVENPORT STREET

SUMMARY This memorandum requests a rescission of the August 19, 1992 vote authorizing the Director to enter into a three year License Agreement with the Commissioner of Parks and Recreation Department ("Parks Department") for the use of a portion of Parcel 16B as an interim parking facility and further requests that the Director be authorized to execute a License Agreement for a three year period with Northeastern University ("Northeastern") for the purpose of providing an interim parking facility on a portion of Parcel 16B for use by spectators and participants in the numerous sports events at the Carter Playground and for use by the faculty, staff and students of Northeastern during weekday hours.

On August 19, 1992, the Director was authorized to execute a three (3) year License Agreement at no cost with the Parks Department for the use and occupancy of a portion of Parcel 16B to accommodate spectators and participants in the numerous sports events at the Carter Playground. The License Agreement was not executed.

A portion of Parcel 16B (hereinafter to be referred to as the "License Area") is bounded by Davenport Street, Douglass Park and Columbus Avenue and consists of approximately 44,000 square feet of vacant land in the South End Urban Renewal Area, Project No. Mass. R-56.

In July, 1994, the Boston Redevelopment Authority (BRA) advertised a Request for Proposals ("RFP") for occupancy under a License Agreement for the License Area for non-commercial parking uses. The criteria set forth in the RFP called for proposals that address the parking needs for spectators and participants in the numerous sports events at the Carter Playground as well as serve the overall need of the immediate neighborhood. The only proposal received in response to the RFP was from Northeastern. Northeastern's proposal met the criteria set forth in the RFP.

Northeastern's proposal called for use and occupancy of the License Area as an interim parking facility for a three (3) year period.

Northeastern intends to improve the site by cleaning of debris, grading, fencing where necessary. Landscaping and stone dust surface will be provided for the temporary use of the site for parking. Lighting will be installed which is sensitive to the residential surrounding area. Northeastern will be solely responsible for all maintenance, security and other services required to keep the License Area in good, safe, and attractive condition and repair. The spectators and participants of the sports events at Carter Playground will use the site from 4:00 p.m. to 11:00 p.m. during the weekday hours and during the hours of 7:00 a.m. to 11:00 p.m. on the weekends. Northeastern will not charge the spectators and participants attending the events at Carter Playground. Northeastern's faculty, staff and student will occupy the License Area only during the weekday hours of 7:00 a.m. to 4:00 p.m. Northeastern will provide security during the hours that the License Area is in operation. The license will be granted with the express understanding that the parking occupancy will be a temporary use and shall not be an obstacle to future development of the License Area. The license fee would be \$44,000 for the first year and the remaining years will be subject to an increase.

The Boston Police Department and the Mayor's Office of Neighborhood Services requested Parks Department and BRA assistance in providing for more orderly parking arrangements at a meeting, on June 16, 1994. Parks Department, however, is no longer able to coordinate the parking and is unable to provide the required capital improvements on a portion of Parcel 16B. Therefore, the staff is recommending that the vote of August 19, 1992, which authorized the use of a portion of Parcel 16B by the Parks Department be rescinded.

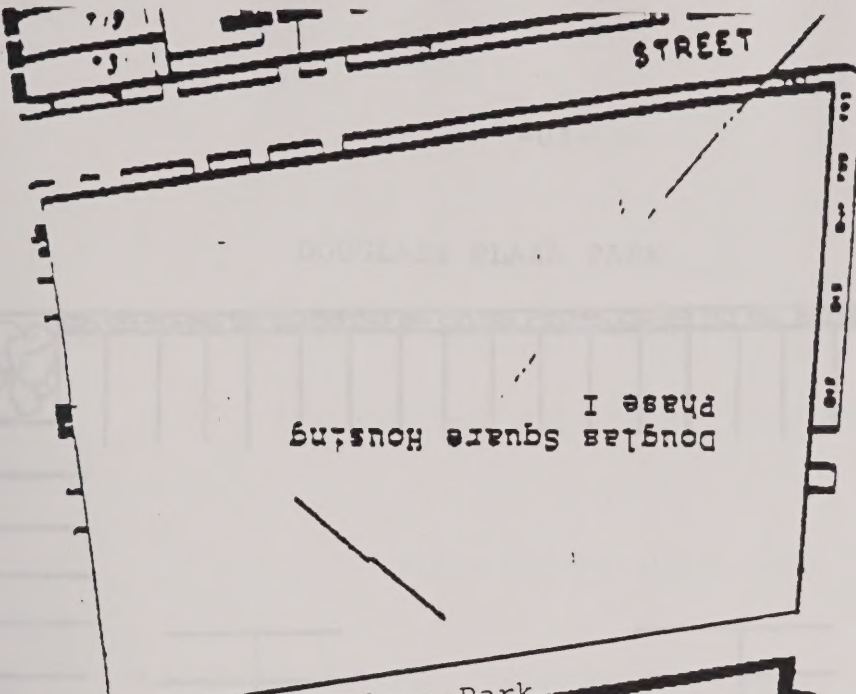
It is, therefore, recommended that the vote of August 19, 1992, which authorized the Director to enter into a three year License Agreement with the City's Parks and Recreation Department for the use of a portion of Parcel 16B be rescinded. It is further recommended that the Director be authorized to execute a License Agreement with Northeastern for the use of the License Area under the terms and conditions listed above.

Appropriate votes follows:

VOTED: That the vote of August 19, 1992, which authorized the Director to enter into a three year License Agreement with the City's Parks and Recreation Department for the use of a portion of Parcel 16B be rescinded.

**AND
VOTED** Further recommend that the Director be authorized to execute a three year License Agreement with Northeastern University for the use of a portion of Parcel 16B, bounded by Columbus Avenue, Douglass Park and Davenport Street in the South End. The

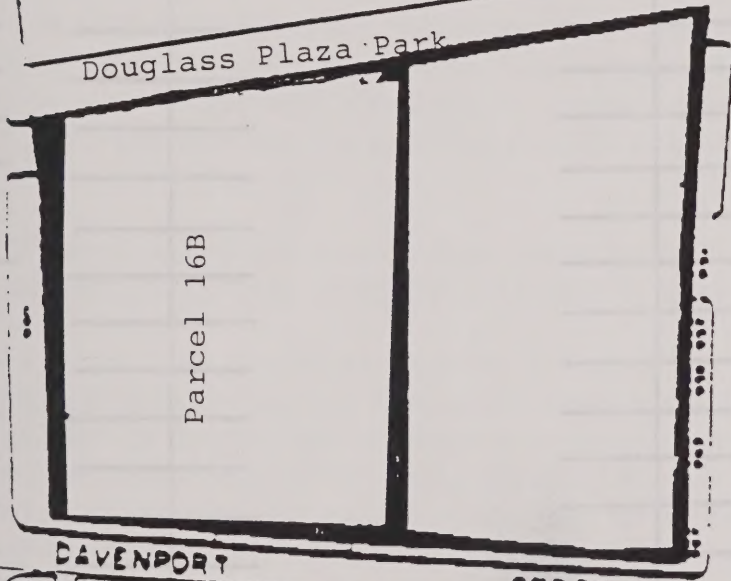
license fee for the first year will be \$44,000 and the remaining years will be subject to an increase. Said License Agreement is to contain the express provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary occupancy. Said License Agreement also shall contain the provision that the Licensee shall assume all maintenance expenses, including cleaning of litter, trash, debris and other disposable material on the site, providing security, and ensuring that the site is maintained in a safe condition. The Licensee shall not hard top the License Area. The Licensee shall properly secure all gates and entrances of the License Area when not in operation. The Licensee shall obtain liability insurance naming the BRA as additional insured on the policy. The Licensee shall carry during the term of this License a comprehensive public policy insuring the Licensor and Licensee against all claims and demands for auto liability and theft of Fifty Thousand Dollars (\$50,000) and for personal injury and property damage with respect to the License Area, with One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million (\$2,000,000) aggregate. The License Agreement shall contain the BRA's usual requirements and such other terms and conditions as the Director deems proper and in the best interest of the BRA.



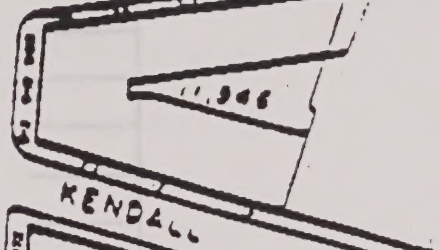
STREET



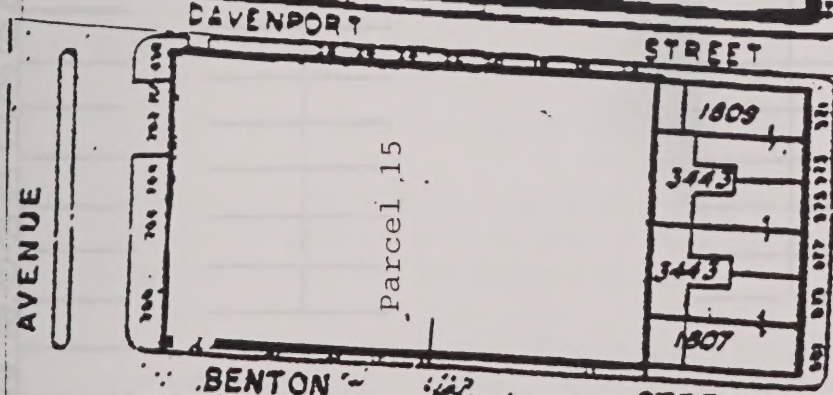
LENA



TREMONT STREET

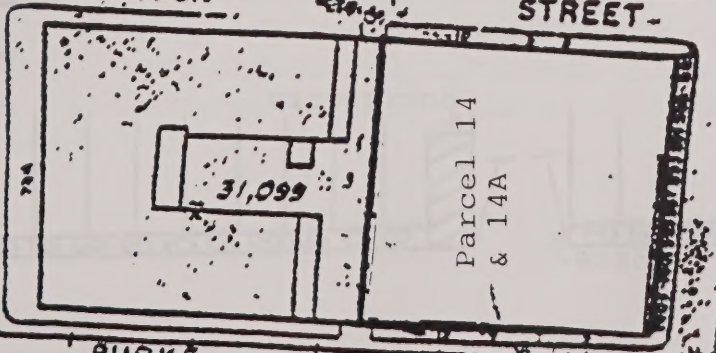


KENDALL



AVENUE

COLUMBUS



BENTON

STREET

BURKE

FREDERICK DOUGLAS SQUARE

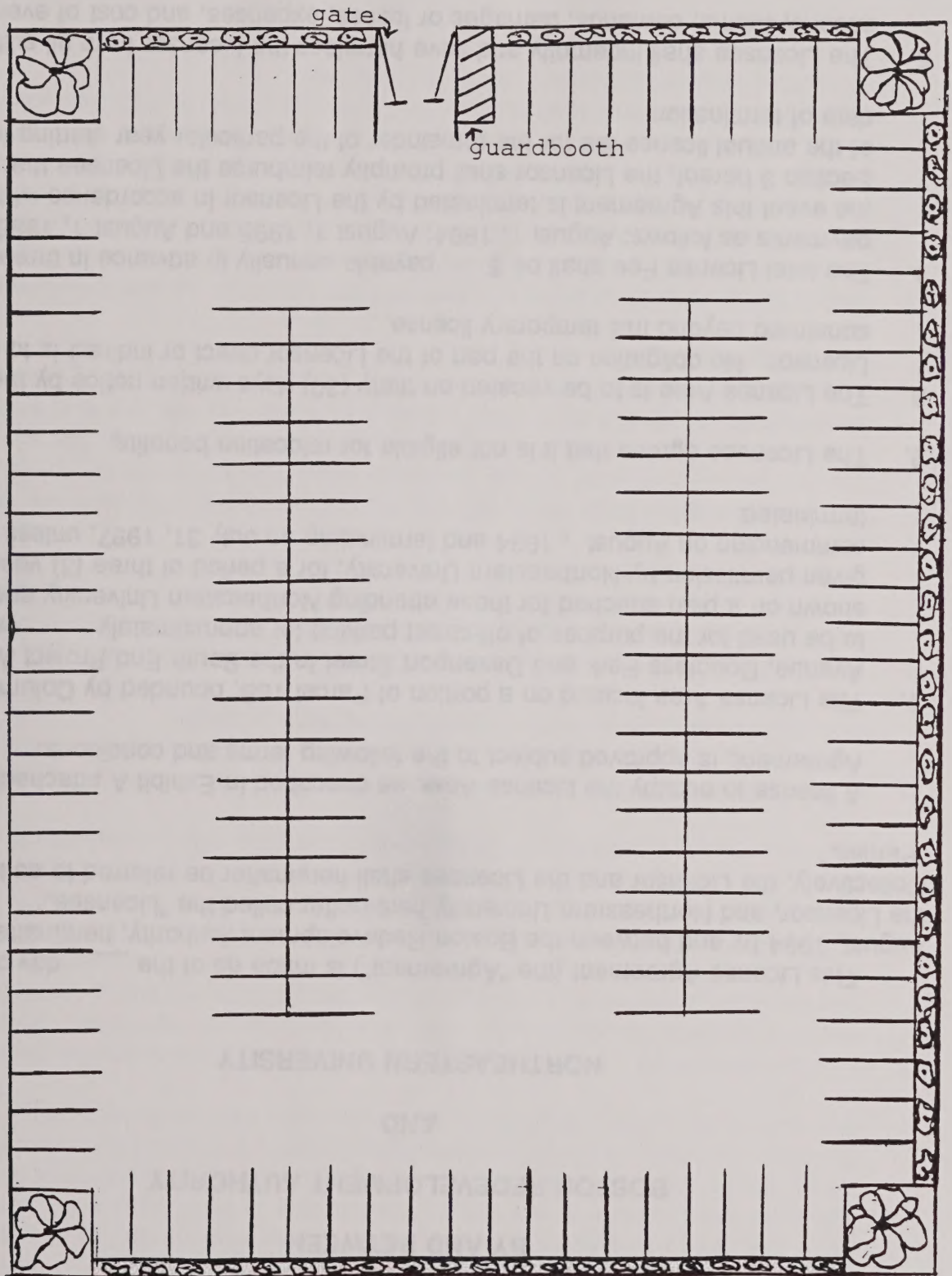


HAMMOND

STREET

B. PARKING LOT LAYOUT

DAVENPORT STREET



COLUMBUS A UE

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

NORTHEASTERN UNIVERSITY

This License Agreement (the "Agreement") is made as of the ____ day of August, 1994 by and between the Boston Redevelopment Authority, hereinafter called the Licenser, and Northeastern University hereinafter called the "Licensee." Collectively, the Licenser and the Licensee shall hereinafter be referred to as the "Parties."

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area located on a portion of Parcel 16B, bounded by Columbus Avenue, Douglass Park and Davenport Street in the South End Project Area, is to be used for the purpose of off-street parking for approximately _____ cars as shown on a plan attached for those attending Northeastern University and those given permission by Northeastern University, for a period of three (3) years commencing on August , 1994 and terminating on July 31, 1997, unless sooner terminated.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licenser. No obligation on the part of the Licenser direct or indirect is to be construed beyond this temporary license.
4. The total License Fee shall be \$ _____ payable annually in advance in three payments as follows: August 1, 1994; August 1, 1995 and August 1, 1996. In the event this Agreement is terminated by the Licenser in accordance with Section 3 hereof, the Licenser shall promptly reimburse the Licensee that portion of the annual license fee for the remainder of the particular year starting from the date of termination.
5. The Licensee shall indemnify and save harmless the Licenser from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind

and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee within the scope of their duties for the Licensee in any way in the occupancy and use of the License Area. At the request of the Licenser, the Licensee shall proceed with all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licenser and the Licensee against claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million (\$1,000,000) Dollars combined single limit, Two Million (\$2,000,000) Dollars aggregate and Fifty Thousand Dollars (\$50,000) for auto liability and theft. The Licenser shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licenser prior to taking occupancy of the License Area.
7. The Licensee shall take exclusive possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises and the Licensee shall at its own expense clean the area of the same.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which this License is granted, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. During the term of this License Agreement the Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. The Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licenser.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Licensor shall notify Licensee in writing of failure to pay the License Fee or failure to comply with the general and special conditions and allow a 15 day cure period commencing from the receipt of written notice. At the expiration of the 15 day cure period, if the Licensee fails to cure, the Agreement may terminate at the option of the Licensor. The Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. The Licensee shall cause the License Area to be upgraded for parking purposes, including but not limited to grading, stone dust paving, landscaping, and fencing (the "upgrading work") subject to the prior approval of the Authority. The cost of the upgrading work shall be at the Licensee's sole expense and in no event shall the Licensor be liable or responsible for any costs incurred or shall the Licensee have the right to deduct any such costs from the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the term.

In witness whereof, the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Marisa Lago, Director

NORTHEASTERN UNIVERSITY

By: _____

Licensee

Approved as to Form:

Ralph F. Cahill

Assistant General Counsel

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign inconsistent with the purpose of the License Agreement upon the License Area unless the consent of the Authority thereto has first been obtained in writing. The License Area shall be improved by planting yews along length of the License Area fronting on Columbus Avenue and along the Davenport and Douglass Park sides of the License Area. A guardbooth shall be placed near Davenport Street gate entrance. The Licensee shall provide stone dust to the surface of the License Area. Licensee acknowledges that any additional site improvements changes of the License Area shall be subject to landscape and design approval by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. The Licensee shall not intentionally park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its developer to enter upon the License Area at any reasonable time to inspect the License Area, and/or take site measurements, perform test boring or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
11. It is understood that the License shall provide free and clear access to and within the parking area for fire, police and other emergency vehicles.
12. The Licensee is responsible for towing all illegally parked vehicles from the License area.
13. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, the rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion, shall issue.
14. Licensee agrees that use of the License Area shall be restricted to spectators and participants attending events at Carter Playground and to faculty, staff and student of Northeastern University. Parking of trucks or commercial vehicles shall not be allowed.
15. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation, all gates or entrances must be properly secured.
16. Licensee shall install and/or maintain at its cost all gates and fencing necessary during the term of the License.
17. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).
18. Under no condition shall overnight parking be permitted.
19. Proper stickers or other identification should be provided by the Licensee for all vehicles parked in the area.

20. Licensee will provide their own snow removal, sanding, salting, etc., during the term of the License as necessary.
21. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
22. Any annual installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
23. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings related to the License Area and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
24. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency in the License Area. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation in the License Area and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
25. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
26. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licenser.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licenser prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insured: The Boston Redevelopment Authority as Licenser, the City of Boston, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insured shall be primary insurance. If the additional insured have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

27. Use of the License Area for parking shall be restricted to motor vehicles, which means, automobiles, station wagons, motorcycles and vans for personal use and University-owned vans on a limited basis. Parking of large trucks or other commercial vehicles shall not be allowed.

License shall install and/or maintain at its expense all fencing, and gates necessary during the term of the License Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licenser.

Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licenser to, at some future time, publicly solicit proposals for the long-term re-use of adjacent publicly owned vacant parcels. The use of the BRA-owned parcel located on a portion of Parcel 16B by means of this License

Agreement carries with it no right or favors towards the future re-use of those parcel.